

## DEPARTMENT OF PERSONNEL ADMINISTRATION

### LABOR RELATIONS DIVISION

1515 "S" STREET, NORTH BUILDING, SUITE 400  
SACRAMENTO, CA 95814-7243



The Department of Personnel Administration submitted the following Extension Agreement to the Legislative Analyst on May 24, 2006, and to the Members of the Legislature on May 26, 2006, along with a summary of its provisions.

To read a copy of that summary, [click here](#).

On July 6, 2006, DPA submitted a letter to the Legislature and Legislative Analyst reporting a change in the Extension Agreement agreed to by the parties.

To read a copy of that letter, [click here](#).

## ADDENDUM I

- A. The State Employer and the CDF Firefighters agree to extend the July 2, 2001 through June 30, 2006 Memorandum of Understanding until June 30, 2008.
- B. This is the entire understanding of the parties as to the extension of the provisions of the 2001-2006 agreement. All provisions not expressly mentioned in this extension agreement are rolled over and continue. The provisions referenced above include all addenda, amendments, side letters, et cetera to the agreement (e.g. "85/80" commitment).

### C. Battalion Chief (Non-supervisory)

1. The 84-hour IRA duty week shall only be worked by employees who were permanently appointed to the Battalion Chief (Non-supervisory) classification on the date this agreement was signed. These employees will continue, at the Unit Chief's option, to be assigned to a 4- or 5-day duty week.
2. Employees who are appointed to the Battalion Chief (Non-supervisory) classification on or after the signing of this agreement will be scheduled to work a 72-hour IRA duty week which includes 19 hours of planned overtime. For the purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 72 hours. All planned overtime shall be compensated at the time and one-half rate based on a 72-hour clock. Unplanned overtime shall be compensated at the time and one-half rate based on a 56 hour clock. At the Unit Chief's option, these employees may be assigned to a 3-, 4- or 5-day duty week.

Formula:  $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$

S = Salary including differentials included in calculating overtime

C = Clock      f = factor      POT = Planned Overtime

UPOT = Unplanned Overtime

<u>POT Clock</u>	<u>POT Factor</u>	<u>POT Hours</u>	<u>UPOT Clock</u>	<u>UPOT Factor</u>
<u>72</u>	<u>1.50</u>	<u>19</u>	<u>56</u>	<u>1.5</u>

3. The Duty week designation shall not be a factor in the selection process, nor shall it be a factor in the process for determining transfer or the assignment of overtime.
4. The application of the current 84 hour duty week shift patterns shall continue for both field and staff assigned "Grandparent" BCs (those hired prior to May 12, 2006).
5. Fire Captain Promotions

The principle that a Fire Captain promoting to a Battalion Chief should gain at least a 5% increase shall be administered to include base salary and planned overtime. Such increase shall not exceed the maximum salary rate of the Battalion Chief classification.

D. Firefighter I – Hours of work and overtime

1. Effective July 3, 2006-a Firefighter I on an Immediate Response Assignment (IRA) will be scheduled to work 72-hours per week (3 consecutive 24-hour days) which includes 19 hours of planned overtime.
2. For purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 72 hours. All overtime (planned and unplanned) shall be compensated at the time and one-half rate based on a 72- hour clock.

<u>Formula: (((S ÷ 4.33) ÷ C) X f) = Hourly Rate of Pay (HROP)</u>				
<u>S = Salary including differentials included in calculating overtime</u>				
<u>C = Clock    f=factor    POT = Planned Overtime</u>				
<u>UPOT = Unplanned Overtime</u>				
<u>POT</u> <u>Clock</u>	<u>POT</u> <u>Factor</u>	<u>POT</u> <u>Hours</u>	<u>UPOT</u> <u>Clock</u>	<u>UPOT</u> <u>Factor</u>
<u>72</u>	<u>1.50</u>	<u>19</u>	<u>72</u>	<u>1.5</u>

E. General Salary Increase

Employees in the following Unit 8 classifications will receive, subject to legislative approval, a general salary increase of 3 % effective July 1, 2006. The increase shall be calculated by multiplying the base salary by 1.03. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

- Forestry Field Trainee
- Forestry Assistant I and II
- Forestry Technician
- Forestry Aid
- Air Operations Officer I, II and III
- Air Operations Officer I, II and III (M)
- Fire Prevention Officer I and II
- Forester I (Non-supervisory)
- Fire Prevention Assistant
- Fire Prevention Specialist I and II
- Forestry Logistics Officer I

Upon request of the CDF Firefighters, but no sooner than July 1, 2006, the State will agree to reopen the above to review the amount of the GSI in light of other bargaining settlements. It is understood that any changes to the above will require mutual agreement. In addition, in this review the parties will consider the possibility of an equity adjustment for the Air Operations series.

F. Section 11.2 - Rural Health Care Equity Program

- 11.2.1 Effective July 1, 2006, the State shall continue the Rural Health Care Equity Program for Bargaining Unit 8 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 8 members.

The program shall operate in the following fashion:

- 11.2.1.1 The State shall contribute \$1500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code (GC) section 22877. For Bargaining Unit 8 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.
- 11.2.2 For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
- 11.2.3 As to any employee who enters state service or leaves state service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
- 11.2.4 The money shall be available for use as defined in GC section 22877.
- 11.2.5 Pursuant to GC section 22877 a Rural Health Care Equity Program will be established with a separate account for Bargaining Unit 8 members, as one of several similar accounts.
- 11.2.6 Each Unit 8 employee shall be able to utilize up to \$1500 per year, pursuant to GC section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to subsection 11.2.2 is applicable here.
- 11.2.7 If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC section 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in GC section 22877. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had eligible expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
- 11.2.7.1 Any employee not in Bargaining Unit 8 all year shall receive credit under this subsection 11.2.7 utilizing the same pro rata formula as in subsection 11.2.3 above.
- 11.2.7.2 If an employee is entitled to less than \$25.00 under this subsection 11.2.7, the money shall instead go into next year's fund pursuant to subsection 11.2.8 hereafter.

- 11.2.8 If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC section 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's fund available for distribution to employees whose expenses pursuant to GC section 22877 exceed \$1500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC section 22877 and monies still remained in the pool.

G. Extension of Ten Year Agreement

The 10 year agreement (re: "portal-to-portal" and "eat time-sleep time", etc.) is extended .08219% of its term (until July 3, 2006).

H. Final TA

1. By executing this TA the parties acknowledge that they have met and conferred in good faith under the Dills Act. The employer will not be committing an unfair labor practice by proceeding forward on the basis of the TAs between now and the end of the ratification process.
2. With this TA and all prior TAs, we have an agreement.

**The following pages are the  
original signed TAs  
which were compiled to make  
the previous Addendum document.**

# Management Proposal

Date

The State Employer and the CDF Firefighters agree to extend the July 2, 2001

through June 30, 2006 Memorandum of Understanding until June 30, 2008 with

~~the following provisions:~~

b3 WA

24

DJS

5/17/06  
Tad Sanders  
5:45 PM

JM 5/12/06

Randy  
Kutner

# Management Proposal

#1

Bargaining Unit: 8

Date:

Exclusive Representative: CDF Firefighters

Subject: Firefighter I – Hours of work and overtime

5/12/06  
Tad Anderson  
5:50

1. Effective July 3, 2006 on the first day of the work period following the signing of this agreement, a Firefighter I on an Immediate Response Assignment (IRA) will be scheduled to work 72-hours per week (3 consecutive 24-hour days) which includes 19 hours of planned overtime.

JA 5/12/06  
DM

2. For purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 72 hours. All overtime (planned and unplanned) shall be compensated at the time and one-half rate based on a 72- hour clock.

Formula:  $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$

S = Salary including differentials included in calculating overtime

C = Clock    f=factor    POT = Planned Overtime

UPOT = Unplanned Overtime

<u>POT</u> <u>Clock</u>	<u>POT</u> <u>Factor</u>	<u>POT</u> <u>Hours</u>	<u>UPOT</u> <u>Clock</u>	<u>UPOT</u> <u>Factor</u>
<u>72</u>	<u>1.50</u>	<u>19</u>	<u>72</u>	<u>1.5</u>

Barry  
Kerber



# Management Proposal

Bargaining Unit: 8

Date:

Exclusive Representative: CDF Firefighters

Subject: Battalion Chief (Non-supervisory)

a. The 84-hour IRA duty week shall only be worked by employees who were permanently appointed to the Battalion Chief (Non-supervisory) classification on the date this agreement was signed. These employees will continue, at the Unit Chief's option, to be assigned to a 4- or 5-day duty week.

b. Employees who are appointed to the Battalion Chief (Non-supervisory) classification on or after ~~(Monday following date this agreement is signed)~~ will be scheduled to work a 72-hour IRA duty week which includes 19 hours of planned overtime. For the purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 72 hours. All <sup>planned</sup> overtime ~~(planned and unplanned)~~ shall be compensated at the time and one-half rate based on a 72-hour clock. At the Unit Chief's option, these employees may be assigned to a 3-, 4- or 5-day duty week.

Formula:  $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$

S = Salary including differentials included in calculating overtime

C = Clock f = factor POT = Planned Overtime

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<u>POT</u> <u>Clock</u>	<u>POT</u> <u>Factor</u>	<u>POT</u> <u>Hours</u>	<u>UPOT</u> <u>Clock</u>	<u>UPOT</u> <u>Factor</u>
72	1.50	19	56	1.5

unplanned overtime shall be compensated at the time and one-half rate based on a 56 hour clock

## Management Proposal

c. The Duty week designation shall not be a factor in the selection process, nor shall it be a factor in the process for determining transfer or the assignment of overtime.

IA  
5/12/06

Dmy Daly.  
Kutner

10 Yanders  
5/12/06  
5:49 PM

# - MANAGEMENT Proposal

THE APPLICATION OF THE CURRENT  
84 HR DUTY WEEK SHIFT PATTERNS  
SHALL CONTINUE FOR BOTH FIELD  
AND STAFF ASSIGNED "GRANDPARENT"  
BCS

TA 5-12-06

Barry Lindus

5/12/06

5:54 P.M.

TA  
5/12/06  
DM

# Management Counter Proposal

## FIRE CAPTAIN PROMOTIONS

the principle that a Fire Captain promoting to a Battalion Chief should gain at least a 5% increase ~~which~~ <sup>Pay</sup> shall be administered <sup>K64</sup> to include base salary and planned overtime. Such increase shall not exceed the maximum salary rate of the Battalion Chief classification

TA

5-12-06

TA  
5/12/06

Don York  
Ken Per

To  
General

# Management Proposal

#3A

**Bargaining Unit: 8**

**Date:**

**Exclusive Representative: CDF Firefighters**

**Subject: General Salary Increase**

Employees in the following Unit 8 classifications will receive, subject to legislative approval, a general salary increase of 3 % effective July 1, 2006. The increase shall be calculated by multiplying the base salary by 1.03. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

- Forestry Field Trainee
- Forestry Assistant I and II
- Forestry Technician
- Forestry Aid
- Air Operations Officer I, II and III
- Air Operations Officer I, II and III (M)
- Fire Prevention Officer I and II
- Forester I (Non-supervisory)
- Fire Prevention Assistant
- Fire Prevention Specialist I and II
- Forestry Logistics Officer I

To 5:50pm  
Gardens  
5/12/06

TH  
5/12/06  
Jm

Bry  
K. H.

Upon request of the CDF Firefighters, but no sooner than July 1, 2006, the state will agree to reopen the above to review the amount of the GSI in light of other bargaining settlements. It is understood that any changes to the above will require mutual agreement.

In addition, in this review the parties will consider the possibility of an equity adjustment for the air operations series.

# Management Proposal

#4 12:06 AM  
(pg 7)

Bargaining Unit:

Date:

5/11/06

Exclusive Representative: CDF Fire Fighters

Subject: Rural Health Care Equity Program

## Section 11.2 Rural Health Care Equity Program

- 11.2.1 Effective ~~July 1, 2001~~ July 1, 2006 the State shall continue the Rural Health Care Equity Program for Bargaining Unit 8 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 8 members.

The program shall operate in the following fashion:

- 11.2.1.1 The State shall contribute \$1500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code (GC) section ~~22825.04~~ 22877. For Bargaining Unit 8 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.
- 11.2.2 For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
- 11.2.3 As to any employee who enters state service or leaves state service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
- 11.2.4 The money shall be available for use as defined in GC section ~~22825.04~~ 22877
- 11.2.5 Pursuant to GC section ~~22825.04~~ 22877 a Rural Health Care Equity Program will be established with a separate account for Bargaining Unit 8 members, as one of several similar accounts.
- 11.2.6 Each Unit 8 employee shall be able to utilize up to \$1500 per year, pursuant to GC section ~~22825.04~~ 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to subsection 11.2.2 is applicable here.
- 11.2.7 If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC section ~~22825.04~~ 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in GC section ~~22825.04~~ 22877. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had eligible expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.

TA 5/10/06  
5/12/06  
m

Ra y.  
Ktce

TA  
Sandes  
5/10/06

## Management Proposal

- 11.2.7.1 Any employee not in Bargaining Unit 8 all year shall receive credit under this subsection 11.2.7 utilizing the same pro rata formula as in subsection 11.2.3 above.
- 11.2.7.2 If an employee is entitled to less than \$25.00 under this subsection 11.2.7, the money shall instead go into next year's fund pursuant to subsection 11.2.8 hereafter.
- 11.2.8 If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC section ~~22825.04~~ 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's fund available for distribution to employees whose expenses pursuant to GC section ~~22825.04~~ 22877 exceed \$1500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC section ~~22825.04~~ 22877 and monies still remained in the pool.

TH  
5/12/06  
my

5/12/06  
T. Sanders  
5:44 P. m.

B. C.  
L. H.

No U.S.

Received  
4:18 pm  
and all others;

By executing this T.A.,  
the parties acknowledge that  
they have met and conferred in  
good faith under the Dills Act.  
The employer will not be  
committing an unfair labor practice  
by proceeding forward on the  
basis of the T.A.'s between now  
and the end of the ratification  
process.

TA 7/2/06  
Jm

7/12/06  
Gardner  
5:51 PM

The  
for the



Received  
4:18 PM

# Extension of "Ten Year Agreement"

The "10 year agreement" (re,  
"Port-to-port" and "eat turn-sleep  
time," etc) is extended 07.21.92  
of its term. (until July 3, 2006) DM

Per V.  
K. [Signature]

TA  
5/12/06  
my

Tad  
Gardner  
5/12/06  
5:51 PM

5-11-06

CRAFT proposal

re. Management's #5

[Add following sentence:]

The "provisions" referenced  
above include all addenda,  
amendments, side letters, et  
cetera to the agreement  
(e.g., "85/80" commitment).

Ta Sanders  
5:45 PM

Dee  
Kutler 5/12/06

Employer #5

## Management Proposal

12:18 a.m.

Bargaining Unit: 8

Date:

5/11/06

Exclusive Representative: CDF Firefighters

Subject: Rollovers

This is the entire understanding of the parties as to the extension of the provisions of the 2001-2006 agreement. All provisions not expressly mentioned in this extension agreement are rolled over and continue.

TA 5-12-06

TA  
5/12/06  
my

Don  
K. Sanders

